

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W911LJ-4127-0001		PAGE 1 OF 36	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W81GYE-04-R-0056	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JONELLE HILDRETH		b. TELEPHONE NUMBER (No Collect Calls) 703-428-2053		6. SOLICITATION ISSUE DATE 22-Oct-2004	
9. ISSUED BY SDDC CONTRACTING CENTER SDAQ-T TERMINAL & TRANS RELATED SVCS DIV 200 STOVALL ST, RM 12S33 ALEXANDRIA VA 22332-5000  TEL: 703-428-3306 FAX: 703-428-3361		CODE W81GYE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/ OFFEROR  TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		<b>SEE SCHEDULE</b>					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 36
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
<div style="font-size: 100px; opacity: 0.3; transform: rotate(-15deg); position: absolute; top: 50%; left: 50%;">DRAFT</div>						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) BACK  
Prescribed by GSA  
FAR (48 CFR) 53.212

## Section SF 1449 - CONTINUATION SHEET

ADDENDUM PART II

## ADDENDUM to PART II - CONTRACT TERMS AND CONDITIONS

## CONFLICT OF INTEREST

- (a) General. Subpart 9.5 of the Federal Acquisition Regulation, 48 C.F.R. 9.5, prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest. Additional guidance is contained in Office of Federal Procurement policy Letter 89-I, Conflict of Interest Policies Applicable to Consultants.
- (b) Purpose. The purpose of this clause is to avoid, neutralize, or otherwise mitigate organizational conflicts of interest, which might exist related to a Contractor's performance of work required by this contract. Such conflicts may arise in situations including, but not limited to: a Contractor's participation, as an Offeror or representative of an offeror, in a procurement in which it has provided assistance in the preparation of the Government's requirements and specifications; a Contractor's providing advisory assistance to the Government in a procurement in which the Contractor's firm, or one which the Contractor represents, is an actual or potential offeror; a Contractor's participation, as an offeror or representative of an offeror, in a procurement where the Contractor has obtained confidential or proprietary information relating to competing offerors as a result of the Contractor's work on prior contracts; and a Contractor as the orderer of services against this contract.
- (c) Definition. For purposes of this clause, the term "Contractor" means: the contractor; any of the Contractor's parents, affiliates or other entities in which the Contractor or such parents or affiliates have a financial interest; successors in interest to the Contractor or any of its parents or affiliates; proposed consultants or subcontractors at any tier; and employees thereof.
- (d) Restrictions. The Contractor agrees:
  - (1) To remain ineligible to participate in any capacity (including participation as a prime contractor, subcontractor, or as the representative of another party) in contracts, subcontracts, or proposals therefore (whether solicited or unsolicited) which directly relate to the Contractor's performance of work under this Contract.
  - (2) Prior to beginning work on a contract, to execute such Confidentiality Agreements, Statements of Non-Disclosure, or other documents which the Contracting Officer may, in his/her sole discretion, require in order to protect the proprietary nature or confidentiality or information provided by the Government or otherwise received by the Contractor in connection with its work under this Contract.
  - (3) As otherwise provided in this Contract, not to accept any compensation or any other form of payment from a broker, potential lessor, or any source other than the Government for services rendered under this Contract, and to employ aggressive strategies to minimize the Government's lease costs where the Contractor would be entitled by common business practice to receive a real estate commission or any form of payment from a broker, potential lessor, or other party, for work performed under this Contract.
  - (4) To immediately notify the Contracting Officer or any offer of compensation, other form of payment, or thing of value, made by a broker, potential lessor, or any source other than the Government to the Contractor related to services rendered under this Contract, regardless of whether such offer was made during Contractor's performance of work under a given contract or subsequent to Contractor's completion of work under such contract.
  - (5) Prior to the acceptance of a contract request, to immediately notify the Contracting Officer of any potential conflict of interest, which would prevent or limit the Contractors ability to perform the work requested.
  - (6) To immediately notify the Contracting Officer of any conflict of interest discovered during Contractor's performance of work pursuant to a Government-issued contract; provided that the Contracting Officer shall have the right to impose such restrictions as he/she deems appropriate on Contractor's performance based on the existence of such a conflict or, if the Contracting Officer determines that such restrictions

would not adequately address the conflict of interest at issue, to terminate the Contractor's performance of work under the contract at no cost of the Government.

- (7) As otherwise provided in the Contract; that if the Contractor declines to accept a contract request and subsequently participates (either directly or as a representative of another party) in a Government contracting action which was the subject of the contract request, then the fee which the Contractor would have been entitled to receive for such contract work or the fee actually paid by the Government for the contract's performance by another contractor, whichever is greater, shall be applied toward the Contractor's minimum ordering guarantee.
- (8) That in the event that Contractor knowingly withholds the existence of a conflict of interest from the Government, that the Contracting Officer may terminate this Contract at no cost to the Government and any minimum guarantee(s) otherwise applicable to the Contractor will be forfeited; provided, that the foregoing shall be in addition to all other remedies and caused of action which the Government may have against the Contractor, including the suspension and/or debarment of the Contractor.
- (9) To include this Conflict of Interest clause, including this subparagraph, in all of the Contractor's subcontractors at all tiers (appropriately modified to preserve the Government's rights hereunder) which involve the performance of work by subcontractors in support of this Contract.
- (10) That, in addition to the remedies enumerated above, the Government may terminate this Contract for cause in the event of the Contractor's breach of any of the above restrictions.

(End of clause)

## INSURANCE COSTS

The cost of insurance required by Defense FAR Suppl 252.247-7007, Liability and Insurance clause, shall be considered to be costs which shall be subject to the Revision of Prices clause, Defense FAR Suppl 252.247-7002, and the following conditions. The criteria for the measurement, assignment and allocation of insurance costs shall be determined in accordance with Cost Accounting Standard 416, Accounting for Insurance Costs, 4 CFR 416. The Contractor shall maintain such records as may be necessary to substantiate the amounts of premiums, refunds, dividends, losses, and self- insurance charges, paid or accrued, and the measurement and allocation of insurance costs. Where exposure to risk or loss (or any portion there of is not covered by purchased insurance, Contractor shall follow a program of self insurance which shall be subject to the prior approval of the Contracting Officer. Actual losses shall not become a part of insurance costs. The cost of self- insurance charged to the contract (or the combined cost of self- insurance of purchased insurance) shall not exceed the cost of purchased insurance for comparable coverage. Actual loss experience shall be evaluated regularly (at least annually), and self- insurance charges for subsequent periods shall reflect Contractor's actual loss experience in the same manner as would purchased insurance. Price adjustments based on changes in insurance costs shall be on a prospective basis only. (End of clause)

## ASSESSMENT REIMBURSEMENT

Collective bargaining agreements with the longshoremen's union may require the Contractor to pay various tonnage assessments on the cargo handled under this contract. Provisions elsewhere in this contract provide for reimbursement of these assessments at out-of-pocket costs; based on invoices supported by paid receipts. In order to receive such compensation, the Contractor must provide, within thirty (30) days of award, the following information on each assessment:

- a. Title and purpose of assessment;
- b. Reporting and payment responsibility;
- c. Reporting basis (i.e., vessel, monthly);
- d. Basis of assessment (type of cargo);
- e. Amounts of assessment; and
- f. Authority of assessment (union agreement citation).

In support of the above, the Contractor shall include copies of the portion of the collective bargaining agreement or other document providing for the assessment, the document detailing the amount of the assessment and a sample of the receipt, which will be used to support the Contractor's invoices. Further, the contractor shall notify the Contracting Officer promptly, in writing, of any change in these assessments, including copies of documents authorizing the change. (End of clause)

## SPECIAL CERTIFICATIONS

### a. Contractor Certifications.

- (1) When materials are furnished from the Contractor's stock in accordance with provisions stated elsewhere in the contract, the invoice shall contain a list of such materials with itemized costs and the following statement: "I certify that charges for materials furnished from previously purchased stocks are not in excess of actual costs." The invoices and statement will be signed by the Contractor.
- (2) When any out-of-pocket supplies or services are furnished specifically for use under the contract, the invoice shall be supported with paid receipts.
- (3) If the purchase is made and paid for by a parent or subsidiary firm, a letter explaining the relationship between that firm and the firm paying for the out-of-pocket costs will be sent to the Finance and Accounting Division along with the invoice.

### b. Contracting Officer Certification.

Both out-of-pocket and out-of-stock invoices shall have Contracting Officer Certification indicating prior approval of the quantity and prices. (End of clause)

## COMPENSATION

No services shall be paid for by the Government other than those provided for in this contract.

- a. Basic Rate. Unless provided elsewhere in this contract, the Contractor shall be compensated for performing his routine duties under this contract only at the rates specified in the Schedule of rates.
- b. Rate for Other Services. For non-routine services provided for in this contract the Contractor shall be paid at the rate applicable for such services as specified in the appropriate schedule of this contract.
- c. Mis-shipped or Undocumented Cargo. The Contractor shall not be paid for cargo, both import and export, which is mis-shipped and undocumented. Examples for which this applies include the following:
  - (1) Cargo loaded upon a vessel or stuffed into a SEAVAN (container) without documentation being provided to the Government will not be payable.
  - (2) Properly documented cargo which is directed to the wrong port of discharge or consignee will not be payable.
- d. Deductions for mis-shipment of Cargo. The Contractor shall be assessed revenue deductions if the misshipment (misdirection/mis-shipment/misconsignment) or non-shipment of booked cargo is caused by the Contractor. This also applies if cargo is loaded upon a vessel or stuffed into a SEAVAN without documentation being provided to the Government. Contractor's liability within the meaning of this provision shall result in collection of or an adjustment (decrease) to the Contractor's revenue in the sum of \$200.00 for each mis-shipment or non-shipment or lack of documentation of a shipment unit (as identified by an individual TCN) caused by the Contractor. This sum shall represent the full demand of the Government upon the contractor for any and all administrative costs occasioned by the Government as a result of the mis-shipment, non-shipment or lack of documentation of cargo.
- e. Mis-shipment (Misdirection) of Cargo. In addition to deduction at paragraph d above, the Contractor shall be held responsible for the mis-shipment (misdirection) of cargo attributable to Contractor fault. The

Contractor shall reimburse the Government for all additional cargo handling, ocean-going, rail, etc., and other transportation costs occasioned the Government by such mis-shipment (misdirection).

- f. Overtime Rates. The Contractor shall order out personnel for overtime work only with the prior written approval of the Contracting Officer. When approved by the Contracting Officer and in accordance with such approval, the Contractor shall be paid for all overtime services, in addition to the applicable commodity rates or man- hour rates, at the overtime differential rates set forth in the applicable schedule of Section B. Overtime periods shall be determined in accordance with prevailing collective bargaining agreements applicable to the Contractor and his employees. Costs associated with overtime payments for extended time and/or daily guarantees provided for by the prevailing collective bargaining agreements and/or which the Contractor elects to pay its labor as a condition of employment shall be included in the commodity rates.
- g. Tonnage Figures and Invoices.
  - (1) The basis upon which compensation shall be computed for all cargo loaded or discharged is a measurement ton of 40 cubic feet, or a weight ton of 2,240 pounds. The maximum tonnage for which compensation is to be computed for any single lift shall be 100 revenue tons.
  - (2) The Government shall furnish the Contractor, on a weekly basis, one copy of RIN234100P, Contractor Commodity Vessel/Doc Payment Report, Detail and one copy of RIN2341200P, Contract Commodity Vessel/Dock Payment Report, Summary; or, at the option of the Contracting Officer, the Government will furnish manifests to the Contractor.
  - (3) The Contractor shall meet with the Government weekly to insure:
    - (a) That the activities referenced by contract commodity and quantities indicated on the Contract Commodity Vessel/Dock Payment Report were actually performed.
    - (b) That differences discovered by separate and individual examinations performed by the Government and the Contractor to verify the information recorded on the Contract Commodity Vessel/Dock Payment Report are resolved and corrected.
    - (c) That the Contract Commodity Vessel/Dock Payment Report corrections are annotated and initialed by the Government and Contractor.
  - (4) Invoices for each ship loaded or discharged, including materials used, shall be submitted by the Contractor not less than five (5) days after his receipt of tonnage figures or manifests. Invoices for railcar, truck and materials used therewith, shall be submitted not later than five (5) days after receipt of tonnage figures.
- h. Detention and Minimum Time. Detention and minimum time are payable to the Contractor, in lieu of commodity or extra labor rates specified elsewhere in this contract, at the applicable manhour rates in Schedule III, Section B, subject to the following:
  - (1) When a detention occurs prior to or during a commodity operation, the Contractor shall absorb each detention of twenty (20) minutes or less. The Government shall pay the Contractor at detention rates for persons in gangs, including clerks and equipment operators (drivers) for each detention in excess of twenty minutes including the first twenty minutes thereof
  - (2) Detentions shall not be authorized for any part of a ship gang that is not required on commodity operations, or when certain classes of labor on commodity operations are required to stand by because of another class of labor performing a commodity operation.
  - (3) When a detention occurs prior to or during an extra labor operation, the Government shall pay the Contractor on a detention rate basis for the time of each detention. In the event part of a gang is required to perform an extra labor operation, the balance of the gang standing by shall be paid for at detention rates. In the event certain classes of labor are required to standby because of another class of labor performing an extra labor operation, such certain classes of labor shall be paid at detention rates.
  - (4) Minimum Time. Minimum time shall be payable to the Contractor when work fails to materialize or when work is completed prior to the minimum time and shall not be payable (i) for checkers working in conjunction with longshoremen until completion of the longshoremen's commodity activity; and (ii) for any part of a gang not required on a commodity activity.
  - (5) Payment for detention time or minimum time will be computed to the nearest 5 minute multiple.
  - (6) If any detention or minimum time is due to the fault of the Contractor or the failure of the Contractor to order out sufficient personnel to comply with the instructions of the Contracting Officer, the entire time resulting there from shall be at the expense of the Contractor. In the event the Contractor hires more

- men than are required, any detention time or minimum guaranteed time there from shall be at the expense of the Contractor.
- (7) When ship operations require discharging of cargo under Schedules IA2 and IA4 prior to the loading of cargo under the Schedules IA1 and IA3 and carpenters are required to standby due to another class of labor performing a discharge operation, the Government shall pay the Contractor at the detention rate for carpenters for such detention. At the commencement of the loading operation, the provision of (2) shall prevail.
  - (8) The Contractor will be reimbursed for minimum guarantee payments during overtime periods in accordance with applicable collective bargaining agreements.
- i. Additional Payments.
    - (1) When the Contractor is required by collective bargaining agreements to make additional payments to employees, such as for cargo penalties, premium payments, transportation, automobile mileage, penalty or penalty overtime differential, explosive penalty, and third shift differential and other allowances, the Contractor shall be compensated therefor, at out-of-pocket costs.
    - (2) When the Contractor is directed by the Contracting Officer to furnish stevedore-related equipment, materials, and/or services for which payment is not otherwise specified in this contract, the Contractor will be compensated therefor at out-of-pocket costs unless such direction is necessitated due to Contractor fault or negligence
  - j. Hardship.
    - (1) The Contractor shall bring to the attention of the Contracting Officer, in advance of work if possible, but no later than time of ship sailing, any unusual ship loading and/or discharging operations, the performance of which shall work a hardship upon the Contractor. Hardship claims shall be submitted to the Contracting Officer within ten (10) working days of the vessel sailing date.
    - (2) If the Contracting Officer determines that due to unusual ship, dock or cargo conditions, the loading or unloading of any particular cargo at the basic commodity rates shall work a hardship upon the Contractor, he may so certify in writing and authorize compensation to the Contractor for loading or unloading such cargo at the applicable man- hour rates set forth in Section B.
  - k. Mechanization (Containerization) Payments.
    - (1) Payments. The rates set forth in the schedules for this contract do not contain any charges or allowances for containerization or mechanization assessments. Payments to the Contractor by the Government for such charges or assessments shall (i) be in addition to any other payments provided for in the contract; (ii) be made upon receipt of the Contractor's invoice; and (iii) not be in excess of, or more frequent than, the periodic charges or assessments to the Contractor attributable exclusively to the performance of this contract.
    - (2) Sharing of Benefits. The Contractor agrees to institute labor saving procedures or devices as authorized in pertinent labor/management agreements and make a report of same related to cost savings. In those instances where such device or procedure results in a reduction in the cost of performance of this contract, the parties shall negotiate the amount of such cost reduction and such agreements shall be set forth in a written modification to the contract which shall further state the effective date of contract operations when said cost reduction(s) became applicable. The parties agree that the amount of cost reductions so agreed upon shall be shared between them in the following manner:
      - (a) The total amount of said cargo reductions shall be computed for each pay cycle month on a non-cumulative basis.
      - (b) The distribution of the computed monthly cost reduction dollars shall be on the basis of 60% to the Government and 40% to the Contractor. The Government's share of this distribution shall be paid to the Government as follows:
        - 1. Amount up to, but not exceeding, the amount invoiced by the Contractor for the same month pursuant to subparagraph k(1) of this clause shall be credited as an offset to such Contractor invoices.
        - 2. Any balance of the Government's share of the monthly cost reduction dollars remaining and which have not been credited against contractor invoices in accordance with subparagraph k (2)(b) 1 shall be paid to the Government as credit and offset against other sums due to the Contractor

under his Contract, or in such manner as agreed between by the Contracting Officer and the Contractor.  
(End of Clause)

#### PERIOD OF PERFORMANCE

This contract covers a performance period commencing March 1, 2005 through February 28, 2009, provided, however that any work started before and not completed by the expiration of this contract shall be governed by the terms of this contract until completed unless otherwise directed by the Contracting Officer. (End of Clause)

#### OPTION OF EXTENDED PERFORMANCE

The Government has the option to extend the term of performance by a period not to exceed 6 months as set forth in the clause FAR 52.217-8, Option to Extend Services, of this contract. Any extension to the contract will be at the rates in effect on the effective date of the extension.

#### PLACE OF PERFORMANCE

The place of performance is at Southport, Wilmington, and Morehead City, North Carolina.

#### PLACEMENT OF ORDERS

Delivery orders will be issued by HQ, SDDC, ATTN: MTAQ-TS, 200 Stovall St., Room 12S45, Alexandria, VA 22332-5000 IAW FAR 52.216 - 18, Ordering clause.

#### ASSIGNMENT OF CONTRACT FOR ADMINISTRATION

##### TO BE SPECIFIED AT TIME OF AWARD

The ACO does not have the authority to change any of the terms and conditions of this contract. Changes within the scope of work will be made only by the Procuring Contracting Officer by properly signed written modification of the contract.

The Contract Administration office may be reached on telephone number

##### TO BE SPECIFIED AT TIME OF AWARD

#### POINT OF CONTACT

##### TO BE SPECIFIED AT TIME OF AWARD



ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0100	S&RTS 597th US Trans Group, Southport, NC FFP Pricing for this CLIN is to be submitted in the Section B Excel Spreadsheet PURCHASE REQUEST NUMBER: W911LJ-4127-0001	12	Months		

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ESTIMATED  
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0200	S&RTS 597th US Trans Group, Southport, NC FFP Pricing for this CLIN is to be submitted in the Section B Excel Spreadsheet	12	Months		

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ESTIMATED  
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0300	S&RTS 597th US Trans Group, Southport, NC FFP Pricing for this CLIN is to be submitted in the Section B Excel Spreadsheet	12	Months		

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ESTIMATED  
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0400	S&RTS 597th US Trans Group, Southport, NC FFP Pricing for this CLIN is to be submitted in the Section B Excel Spreadsheet	12	Months		

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ESTIMATED  
NET AMT

FOB: Destination

#### CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0100		\$		\$

0300	\$	\$
0200	\$	\$
0400	\$	\$

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0100	Destination	Government	Destination	Government
0200	Destination	Government	Destination	Government
0300	Destination	Government	Destination	Government
0400	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0100	POP 01-FEB-2005 TO 31-JAN-2006	N/A	N/A FOB: Destination	
0200	POP 01-FEB-2007 TO 31-JAN-2008	N/A	N/A FOB: Destination	
0300	POP 01-FEB-2006 TO 31-JAN-2007	N/A	N/A FOB: Destination	
0400	POP 01-FEB-2008 TO 31-JAN-2009	N/A	N/A FOB: Destination	

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul OCT 1995) -- Alternate I	1995
52.203-7	Anti-Kickback Procedures	JUL 1995

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items (Jan 2004) Alternate I	APR 2002
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.215-20 Alt I	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) - Alternate I	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.217-5	Evaluation Of Options	JUL 1990
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-4	Payments Under Transportation Contracts and Transportation-Related Services Contracts	APR 1984
52.232-17	Interest	JUN 1996
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	APR 1984
52.245-1	Property Records	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	JUN 2003
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-5	Familiarization With Conditions	APR 1984
52.247-6	Financial Statement	APR 1984
52.247-7	Freight Excluded	APR 1984
52.247-8	Estimated Weights or Quantities Not Guaranteed	APR 1984
52.247-12	Supervision, Labor, or Materials	APR 1984
52.247-13	Accessorial Services - Moving Contracts	APR 1984
52.247-14	Contractor Responsibility for Receipt of Shipment	APR 1984
52.247-15	Contractor Responsibility for Loading and Unloading	APR 1984
52.247-16	Contractor Responsibility for Returning Undelivered Freight	APR 1984
52.247-17	Charges	APR 1984
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.247-22	Contractor Liability for Loss of and/or Damage to Freight Other Than Household Goods	APR 1984
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.247-28	Contractor's Invoices	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984

52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	SEP 1994
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.212-7000	Offeror Representations and Certifications- Commercial Items	NOV 1995
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	JAN 2004
252.212-7001 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Deviation)	JAN 2004
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7000	Hardship Conditions	AUG 2000
252.247-7002	Revision of Prices	DEC 1991
252.247-7006	Removal of Contractor's Employees	DEC 1991
252.247-7007	Liability and Insurance	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code 488320 or Standard Industrial Code 4491 and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is \$21.5 million.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3;
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:00 p.m., local time, for the designated Government office on the date that offers or revisions are due.
  - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC

20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-- Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.



(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. To facilitate evaluation, all proposals must follow the instructions provided in Instructions to Offerors. The Contracting Officer intends to evaluate proposals and make award without discussions with offerors. Therefore, offerors are encourage to ensure that initial proposals contain the offeror's most favorable terms and reflect its best possible performance potential. The Contracting Officer intends to clarify all information submitted in response to the RFP as necessary to evaluate the proposals, and, notwithstanding these clarifications, the Contracting Officer still retains the right to award without discussions.

(b) EVALUATION FACTORS. Offers will be evaluated on the following factors:

(1) TECHNICAL CAPABILITY. The Government will evaluate the Offeror's technical capability (written) to determine the degree to which the information provided by the offeror in its proposal demonstrates the offeror's ability to manage, supervise, and perform stevedoring and related terminal services in accordance with the contract requirements and the subfactors listed below. All subfactors are of equal importance.

- (i) Equipment. Demonstrated knowledge and understanding of the equipment required for stevedoring and related terminal services, to include condition/age, types and mix and amount. Demonstrated company field communications capabilities, including HERO.
- (ii) Quality Control. Demonstrated Quality Control Plan and Quality Control Inspection Checklist, which contains all the elements as, outlined in the Performance Requirement Summary (PRS) provided in this solicitation.
- (iii) Understanding of the Work. A description of the offeror's overall knowledge and understanding of required stevedoring and related terminal services for the handling of both DoD and non-DoD cargo, to include:
  - Vessel loading and discharge including but not limited to lashing and securing of cargo; cargo stow planning; utilization of all types of cargo lifting gear and materials handling equipment (MBE); procedures for handling hazardous cargo including explosives; and, knowledge of all Federal, State, and terminal or port requirements in the handling of types of cargo as required by the contract.
  - Proposed number(s), type(s) and availability of Contractor furnished equipment to perform all contract required stevedoring operations, including but not limited to, all equipment identified in the Performance Work Statement paragraph, 4.1. Contractor Furnished Supplies and 4.2., Contractor Furnished Gear and Equipment.
  - Reliability of proposed equipment expressed by its age, condition, and how it will be maintained and serviced.
- (iv) Management of Operations. Proposed plan for managing and supervising stevedoring and related terminal services to accomplish contract requirements. The plan must include:
  - A detailed description of the managerial control and supervision of organization; operational control; *staffing* to satisfy requirement; methods to control costs; lines of authority coordination; and plan for interfacing with the Government required for the performance of the contract requirements;

- Proposed key personnel qualifications, experience and expertise to include resumes for proposed Terminal Manager, Stevedore Superintendents, and HAZMAT personnel; identify their qualifications including managerial experience, and training;
  - Staffing Plan. To include a breakdown of the Contractor's gang structure (by labor categories) and estimated per hour productivity for levels for handling all cargo commodities. Pricing should not be included in this Breakdown.
  - Description of contractor furnished equipment to support stevedoring and related terminal services, including the proposed number, types, availability, and age, condition, reliability of equipment, and also including how contractor's equipment will be maintained and serviced.
- (v) Quality Control. Description of proposed procedures/plans to provide quality control oversight, measurements, and reporting processes to ensure compliance with all contract requirements to include the following:
- Quality Control Plan. Proposed Quality Control Plan with a quality performance inspection checklist that includes all elements of the Performance Requirements Summary (PRS).
  - Safety and Security Programs. Proposed comprehensive and effective Safety and Security programs which comply with all contract safety and security requirements.
  - Cargo Loss and Damage Prevention Program. and/or damage.
- (vi) Socio-Economic Commitment. Information. The Government will evaluate proposals in accordance with FAR 19.705-4. The offeror's Subcontracting Plan will be evaluated to determine the extent to which it complies with and adequately addresses all elements of clause FAR 52.219-9, Small Business Subcontracting Plan, and FAR 19.704. The Government will also evaluate the past performance information on subcontracting goals and achievements (that directly/indirectly support stevedoring efforts) to determine the extent that offerors established realistic goals and were able to achieve them across the five categories of small business concerns identified in the Instructions to Offerors. Note: Firms meeting the criteria for certification as a small business concern shall be rated neutral for this subfactor.

## (2) PAST PERFORMANCE.

Past performance is a measure of the degree to which an Offeror satisfied its customers in the past and complied with Federal, state, and local laws and regulations.

- (i) The Government will evaluate each Offeror's past performance, and that of any major sub contractors, as it relates to the probability of successful accomplishment of the services required under this solicitation. The Government will consider the currency of past performance information; relevancy of the information; the source of information; the context of the data; and, general trends in the contractor's performance. This consideration will focus on the inquiry on those areas of performance that are most relevant to the solicitation requirements, such as compliance with contractual requirements, technical competence, knowledge and understanding DoD transportation policies, and customer satisfaction. In the absence of past performance (new company) the Government will evaluate the references of the Key Personnel the offeror has submitted in its proposal.
- (ii) If an Offeror or proposed subcontractor does not have past performance history or key personnel experience relevant to the solicitation, the Offeror will not be rated favorably or unfavorably.
- (iii) The primary source of performance data must be the information provided by the offeror in its proposal and information obtained from references and other customers that may be known to the Government.
- (iv) Since the Government will not necessarily interview all of the sources provided by the Offeror, it is incumbent on the Offeror to explain the relevance of the data provided for the references

identified. The burden of providing thorough and complete past performance information rests with the Offeror.

(3) PRICE.

- (i) The offer will be evaluated for Price reasonableness in accordance with FAR 15.305(a)(1). Price will be evaluated for reasonableness based on the total proposed price. The determination that the total price is reasonable will be based on information submitted with the offeror's proposal (see Instructions to Offerors, Volume III - Pricing Volume), the comparison of other competitive offers, the Independent Government Cost Estimate (IGCE) or on any other reasonable basis.
- (ii) Offerors will be ranked from lowest to highest price. If only one offer is received, the determination will be based on a comparison to the IGCE or any other reasonable basis.

(c) RELATIVE IMPORTANCE OF FACTORS AND SUBFACTORS:

RELATIVE ORDER OF IMPORTANCE. All non-price factors including (1) Technical Approach, (2) Management Approach, (3) Relevant Experience, (4) Past Performance (current & past customer), (5) Socio-Economic Commitment are not equal in importance. *Relative Experience is slightly more important than Past Performance. Relative Experience and Past Performance are the more important than Technical, Management, and Socio-Economic Commitment combined. When combined, all non-priced factors are significantly more important than Price. However, when all of the most highly rated proposals are equal technically, price will be the controlling factor.*

(d) OFFERS ARE TO BE EVALUATED AS FOLLOWS:

Award will be made to the responsible offeror whose proposal conforms to the solicitation and offers the best value to the Government, considering a combination of technical capability, past performance, and price reasonableness. The Government reserves the right to award to other than the lowest price offeror. The Government also reserves the right to award to other than the offeror(s) receiving a low performance risk assessment for past performance and/or a higher assessment for technical capability, where doing so would represent the best value to the Government.

- (1) Technical Capability. Technical Capability will receive an adjectival rating of Excellent, Good, Satisfactory or Unsatisfactory with supporting rationale. Each sub-factor will also receive a rating of Excellent, Good, Satisfactory or Unsatisfactory with supporting rationale.
- (2) Past Performance. Past Performance will be rated in a narrative manner and the risk associated with the past performance will be categorized as low, medium, or high. The high, medium, and low risk categories may be further enhanced by a comparative analysis of the Offerors' proposals.
- (3) Socio-Economic-Commitment. Socio-economic commitment will receive an adjectival rating of Excellent, Good, Satisfactory or Unsatisfactory with supporting rationale. Rating will take into consideration the rationale provided by each offeror as to why the minimum requirement was not met.
- (4) Price. The price proposal will be analyzed for reasonableness and completeness to determine the evaluated price to the Government.
- (5) Management Approach.
  - (I) NARRATIVE, Each sub factor will also receive a rating of Excellent, Good, Satisfactory or Unsatisfactory with supporting rationale.

## (II) ORAL PRESENTATION.

(End of clause)

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

\_X\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (MAR 1999) to 52.219-5.

\_\_\_ (iii) Alternate II to (JUNE 2003) 52.219-5.

\_\_\_ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

- ☐ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ☒ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ☐ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ☒ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- ☒ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ☒ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☒ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ☐ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☐ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ☐ (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- ☐ (ii) Alternate I (JAN 2004) of 52.225-3.
- ☐ (iii) Alternate II (JAN 2004) of 52.225-3.
- ☐ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (24) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- ☐ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ☐ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_\_ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_X\_ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_X\_ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_\_ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_X\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

\_X\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_X\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_X\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to

litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)—ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below: [Insert description of the information and the format that are required, including access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.]

(End of clause

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Price, Requirements** contract resulting from this solicitation.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **February 1, 2005** through **January 31, 2009**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$100.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$500,000.00** ;

(2) Any order for a combination of items in excess of **\$1 Million** ; or

(3) A series of orders from the same ordering office within **2 (two)** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.



(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **2 (two)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **January 31, 2009** [insert date].

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder

shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ( ) (insert NAICS code).

(2) The small business size standard is ( ) (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
- (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 2003) ALTERNATE I (JUN 2003)

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net;

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space

Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k) including a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of \_\_\_\_\_ [Contracting Officer insert the percentage] percent to the price of all offers, except--

- (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
  - (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));
  - (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;
  - (iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
  - (v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).
- (2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

\_\_\_\_ Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

- (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
- (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
- (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
- (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

(End of clause)

#### 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 2003) ALTERNATE I (OCT 1998)

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k including a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of \_\_\_\_\_ [Contracting Officer insert the percentage] percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns, that have not waived the adjustment, whose address is in a region for which an evaluation adjustment is authorized;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

\_\_\_\_ Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class

Monetary Wage-Fringe Benefits



Longshoreman- Stevedore 1 WG-7/2	\$16.17
Clerk/Timekeeper Stevedore 1 WG-7/2	\$16.17
Forklift/Tractor Operator/Driver- Stevedore 1 WG-9/1	\$17.91
Foreman - Stevedore 1 WG-9/1	\$17.91

This does not include Health and Welfare of \$2.59 per hour per Wage determination 1994-2393

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from SDAQ-T Contracting Officer; Military Surface Deployment and Distribution Command; 200 Stovall Street, 12S33, Alexandria, VA 22332-5000

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.247-2 PERMITS, AUTHORITIES, OR FRANCHISES (JAN 1997)

(a) The offeror does ( ) , does not ( ) , hold authorization from the Federal Highway Administration (FHWA) or other cognizant regulatory body. If authorization is held, it is as follows:

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(Name of regulatory body)

-----

(Authorization No.)

(b) The offeror shall furnish to the Government, if requested, copies of the authorization before moving the material under any contract awarded. In addition, the offeror shall, at the offeror's expense, obtain and maintain any permits, franchises, licenses, and other authorities issued by State and local governments.

(End of clause)

#### 52.247-24 ADVANCE NOTIFICATION BY THE GOVERNMENT (APR 1984)

The Government will notify the Contractor \_\_\_\_\_ hours in advance of the number of pieces and weight of all normal shipments and the time the shipment will be available for pickup. On other-than-normal shipments, the Government

will furnish additional information; e.g., dimension of oversized pieces, as necessary to determine the amount of equipment and/or manpower needed to perform the required services.

(End of clause)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>; <http://farsite.hill.af.mil>

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>; <http://farsite.hill.af.mil>

(End of clause)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any 48 CFR Chapter \_\_\_\_\_ provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

#### 2.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

(a) Definition.

"Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE		NATIONAL STOCK		SENSITIVITY	
		NUMBER		CATEGORY	

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Performance Work Statement		
Attachment 2	WD 1994-2393		
Attachment 3	CBA Longshore		
Attachment 4	CBA Clerks		
Attachment 5	MOTSU MISC		
Attachment 6	MOTSU MAPS		

Attachment 7  
Attachment 8

GFE  
Carpentry Definition